

SIKKIM



GOVERNMENT

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**GOVERNMENT OF SIKKIM
HEALTH & FAMILY WELFARE DEPARTMENT
TASHILING SECRETARIAT, GANGTOK**

No. 237/H&FW

Dated:22/06/2021

NOTIFICATION

Whereas, the Government of Sikkim is desirous of implementing the Sikkim Su-Swastha Yojana (Employees Health Scheme) for providing cashless treatment to all the State Government employees (drawing pay in regular time scale) along with their dependent family members with additional benefits such as post-operative care and treatment of chronic diseases and day care procedures which do not require hospitalization through a network of empanelled hospitals of Su-Swastha Facilitation centres and to replace the existing system of referral and reimbursement for in-patient hospitalization under "the Sikkim Services (Medical Facilities), Rules 1981";

And whereas, the State Government proposes to appoint a Steering, Governance and Healthcare Fund Management Committee which shall supervise and guide the implementation of Su-Swastha Yojana (Employees Health Scheme) and for management of the healthcare fund;

And whereas, operational guidelines for implementation of the Scheme have been issued delineating the role of Su-Swastha Facilitation Centre, Department of Health and Family Welfare and the Steering, Governance and Healthcare Fund Management Committee;

And whereas, the operational guidelines for issue of Health cards has been issued and the Government has fixed the guidelines for final therapy prices;

Now therefore, with a view to implement the aforesaid scheme, the State Government hereby makes the following rules, namely:-

Short title and commencement:	1	(1) These rules may be called the Sikkim Su-Swastha Yojana (Employees Health Scheme) Rules, 2021. (2) They shall come into force at once. (3) The period of 90 days from the date of commencement of these rules, shall be treated as window period for registration purposes under these rules. (4) Any primary member or his or her dependents requiring hospitalization or treatment during the window period shall be
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		automatically covered under the scheme provided that the registration under the scheme is done forthwith.
Applicability	2	<p>These rules shall be applicable to-</p> <p>(1) all the State Government Employees under regular establishment (drawing pay in the regular time scale) who gets enrolled under the scheme and shall cover his or her dependents;</p> <p>(2) Central Government servant or a Government servant of any other state while on deputation to the Government of Sikkim who gets enrolled under the scheme.</p>
Eligibility criteria for enrolment in Su-Swastha Yojana	3	The Su-Swastha Yojana (Employees Health Scheme) is primarily designed to be a cashless services scheme for the employee and his/her dependent family members. Only the enrolled beneficiary members under these rules can avail the benefits of the scheme in any of the 400+ empanelled hospitals within the Su-Swastha Yojana network of providers.
Definitions	4	<p>In these rules, unless the context otherwise requires;</p> <p>(a) "accident" means a sudden, unforeseen and involuntary event caused by external, visible and violent means resulting in damage or injury;</p> <p>(b) "any one illness" means an illness for a continuous period and it includes relapse within 45 days from the date of last consultation with the Hospital/Nursing Home where treatment may have been taken;</p> <p>(c) "basic Sum insured" means the sum insured for a beneficiary by the Su-Swastha Yojana;</p> <p>(d) "beneficiary" means the name/s of person/s shown actively enrolled with Su-Swastha Yojana;</p> <p>(e) "cashless facility" means a facility extended by the Government of Sikkim to the actively enrolled Su-Swastha beneficiaries, where the payments of the cost of treatment undergone by the beneficiary in accordance with the terms and conditions of Su-Swastha Yojana, are directly made to the provider by the Government of Sikkim to the extent of pre-authorization approved;</p> <p>(f) "congenital anomaly" means a condition which is present since birth and which is abnormal with reference to form, structure or position,-</p> <p>(i) Congenital anomaly (internal) means congenital anomaly which is not in the visible and accessible parts of the body;</p> <p>(ii) Congenital anomaly (external) means congenital anomaly which is in the visible and accessible parts of the body;</p> <p>(g) "day care centre" means any institution established for day care treatment of illness and / or injuries or a medical set up within a hospital and which has been registered with the local authorities,</p>

wherever applicable and is under the supervision of a Registered and Qualified Medical Practitioner and must comply with all the minimum criteria as under:-

- (i) has qualified nursing staff under its employment;
- (ii) has qualified medical practitioner/s in-charge;
- (iii) has a fully equipped operation theatre of its own where surgical procedures are carried out;
- (iv) maintains daily records of patients and will make these accessible to the insurance company's authorized personnel;
- (h) "day care treatment" means medical treatment and/or surgical procedure which,-
 - (i) is undertaken under General or Local Anaesthesia in a hospital/day care centre in less than 24 hours because of technological advancement, and
 - (ii) would have otherwise required a hospitalization of more than 24 hours;

Note: Treatment normally taken on an out-patient basis is not included in the scope of this definition.

- (i) "dental treatment" means a treatment carried out by a dental practitioner including examinations, fillings (where appropriate), crowns, extractions and surgery excluding any form of cosmetic surgery or implants;
- (j) "dependent child" means a child (natural or legally adopted) who is eligible as dependent as specified in item (iii) of clause (m);
- (k) "diagnosis" means diagnosis by a registered medical practitioner supported by clinical, radiological, histological, histo-pathological and laboratory evidence and also surgical evidence wherever applicable and acceptable;
- (l) "disability" means blindness, hearing impairment, locomotors disability, mental retardation, mental illness or any other illness or disability certified by the competent authority or the medical board;
- (m) "dependent family members or beneficiaries" shall mean and include :-
 - (i) parents of the primary member or spouse (step-parents are excluded);
 - (ii) legally wedded spouse (husband/ wife) of primary beneficiary member; a legally divorced spouse cannot be added as a dependent. When both spouses are government regular employees they can choose to enrol separately as primary member of Su-Swastha Yojana or as a dependent of the other spouse;

(iii) children, biological or legally adopted, of the primary beneficiary member as below,-

- unmarried unemployed son till the age of 30;
- unmarried unemployed daughter irrespective of the age;
- unemployed son suffering from any permanent disability of any kind (Physical or Mental) irrespective of any age.

(iv) Unmarried and unemployed biological brother and/or sister till the age of 30 years;

(v) Unmarried and unemployed biological brother and/or sister suffering from certified mental or certified physical disability preventing gainful employment of up to any age till the tenure of employment of primary beneficiary member;

(vi) Maximum of 5 (five) dependents can be added for a primary member or employee from the list of dependents mentioned above. However, any combination of family members can be chosen from the list of dependants above to constitute 5 dependants in the scheme.

(vii) In no case can the enrolment/membership for a dependant continue if the primary member is not enrolled in the scheme. If the primary member has exited the scheme due to causes including but not limited to death, retirement, termination or resignation, the cover of benefit for dependents automatically stops.

(viii) Primary member can add or remove a dependant anytime during the tenure of the membership without requiring consent of the dependent for such removal.

Note-The responsibility of truth in declaration of dependent family members is of the employee and action may be taken against the employee if information regarding the dependent is found to be false.

(n) "employer" means an office or department of the Government of Sikkim;

(o) "hazardous sport or hazardous activities" means engaging whether professionally or otherwise in any sport or activity, which is potentially dangerous to the beneficiary (whether trained, or not). Such Sport/Activity including but not limited to winter sports, ice hockey, skiing, skydiving, parachuting, ballooning, scuba diving, bungee jumping, mountain climbing, riding or driving in races or rallies, caving or pot holing, hunting or equestrian activities, diving or under-water activity, rafting or canoeing involving rapid waters, yachting or boating outside coastal waters, jockeys, horseback, Polo, circus personnel, army/navy/air force personnel and policemen whilst on duty, persons working in underground mines, explosives, magazines, workers whilst involved in electrical installation with high-tension supply, nuclear installations, handling hazardous chemicals;

	<p>(p) "hospital or nursing home" means any institution established for in-patient care and day care treatment of illness and/or injuries which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act or complies with all minimum criteria as under:</p> <ul style="list-style-type: none"> (i) has qualified nursing staff under its employment round the clock; (ii) has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places; (iii) has qualified medical practitioner(s) in-charge round the clock; (iv) has a fully equipped operation theatre of its own where surgical procedures are carried out; (v) maintains daily records of patients and makes these accessible to the insurance company's authorized personnel. <p>(q) "hospitalization" means admission in a hospital for a minimum period of 24 consecutive hours in-patient care except for specified procedures/treatment where such admission could be for a period of less than 24 hours;</p> <p>(r) "illness" means a sickness or a disease or a pathological condition leading to the impairment of normal physiological function and requires medical treatment,-</p> <ul style="list-style-type: none"> (i) acute condition- acute condition is a disease, illness or injury that is likely to respond,- <ul style="list-style-type: none"> (a) quickly to a treatment which helps to return the person to his or her sound state of health immediately in which he was before suffering the disease/ illness/ injury which leads to full recovery; (ii) Chronic condition- A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics, namely:- <ul style="list-style-type: none"> (a) it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and /or tests; (b) it needs ongoing or long-term control or relief of symptoms; (c) it requires rehabilitation for the patient or for the patient to be specially trained to cope with it; (d) it continues indefinitely; or (e) it recurs or is likely to recur; <p>(s) "injury" means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible</p>
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	<p>and evident means which is verified and certified by a Medical Practitioner;</p> <p>(t) "in-patient" means an Insured Person who is admitted to hospital and stays there for a minimum period of 24 hours for the sole purpose of receiving treatment;</p> <p>(u) "ICU (Intensive Care Unit) Charges" means the amount charged by a hospital towards ICU expenses which shall include the expenses for ICU bed, general medical support services provided to any ICU patient including monitoring devices, critical care nursing and intensivist charges;</p> <p>(v) "intensive care unit" means an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated medical practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards;</p> <p><i>Note:</i> Such facility must be separate and apart from surgical/ post-procedural recovery room and from rooms' beds and wards customarily used for patient confinement.</p> <p>(w) maternity expense" shall include-</p> <ul style="list-style-type: none"> (i) medical treatment expenses traceable to child birth (including complicated deliveries and caesarean sections) incurred during Hospitalization; (ii) expenses towards the lawful medical termination of pregnancy during the Policy Period; <p>(x) "medical advice" means any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription;</p> <p>(y) "medical expenses" means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of illness or accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment;</p> <p>(z) "medically necessary" means any treatment, tests, medication or stay in hospital or part of a stay in a hospital which ,-</p> <ul style="list-style-type: none"> (i) is required for the medical management of the illness or injury suffered by the Insured; (ii) must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration or intensity; (iii) must have been prescribed by a Medical Practitioner;
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	<p>(iv) must conform to the professional standards widely accepted in international medical practice or by the medical community in India;</p> <p>(aa) "network hospital" means all such hospitals or other providers that Su-Swastha has mutually agreed with, to provide services like cashless access to beneficiaries. The list is available with the Su-Swastha facilitation Centre and subject to amendment from time to time.</p> <p>(bb) "new born baby" means baby born during active enrolment of primary beneficiary and is aged 1 day or above.</p> <p>(cc) "non-network hospital" means any hospital or other provider that is not part of the network.</p> <p>(dd) "Notification of claim" means the process of notifying a claim to the insurer by specifying the timelines as well as the address or the telephone number to which it should be notified;</p> <p>(ee) "out-patient treatment" means one in which the Insured Person visits a clinic or hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of a medical practitioner where the beneficiary is not admitted as a day care or in-patient;</p> <p>(ff) "pre-existing disease" means any condition, ailment or injury or related condition(s) for which the insured person had signs or symptoms, and/or was diagnosed, and/or received medical advice or treatment;</p> <p>(gg) "pre-hospitalization expenses" means medical expenses incurred immediately before the beneficiary is hospitalized, provided that,-</p> <p>(i) such medical expenses are incurred for the same condition for which the hospitalization was required; and</p> <p>(ii) the inpatient hospitalization claim for such hospitalization is admissible but the pre-hospitalization expenses are not admissible under the scheme unless they are included in the package of a procedure defined and agreed upon with the hospital during empanelment contracting. When pre-hospitalization is included in the package of admission and procedure, no separate bill or invoice can be raised by hospital or beneficiary member against such pre-hospitalization;</p> <p>(hh) "private single a/c room" means a single occupancy air-conditioned room with attached wash room and a couch for the attendant. The room may have a television and /or a telephone. Such room must be the most economical of all accommodations available in that hospital as single occupancy. This does not include Deluxe room or a suite;</p> <p>(ii) "portability" means transfer of benefits covered under the scheme to any other health scheme;</p>
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	<p>(jj) "post hospitalization expenses" means medical expenses incurred immediately after the beneficiary is discharged from the hospital provided that,-</p> <ul style="list-style-type: none"> (i) Such medical expenses are incurred for the same condition for which the hospitalization was required; and (ii) the inpatient hospitalization claim for such hospitalization is admissible under the Su-Swastha scheme; (iii) post hospitalization expenses are covered only up to 30 days from the date of discharge; <p><i>Note</i>-Post hospitalization or any other home based or domiciliary care is not covered under the Su-Swastha Yojana.</p> <p>(kk) "qualified medical practitioner" means a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of licence;</p> <p>(ll) "qualified nurse" means a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India;</p> <p>(mm) "reasonable and customary charges" means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the illness or the injury involved;</p> <p>(nn) "renewal" means the terms on which the enrolment with Su-Swastha Scheme can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of all waiting periods;</p> <p>(oo) "room rent" means the amount charged by the hospital for occupancy of a bed on per day (24 hrs) basis and shall include associated medical expenses;</p> <p>(pp) "scheme or Yojana or Su-Swastha Yojana" means the Su-Swastha Yojana (Employees Health Scheme);</p> <p>(qq) "surgery or surgical operation" means manual and / or operative procedure(s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or day care centre by a medical practitioner;</p> <p>(rr) "unemployed" means any person who has not been engaged in any gainful employment under the Government of Sikkim, Central Government or any Public Sector Undertaking under the Government of Sikkim or the Central Government and shall also include a person who is employed in temporary capacity under the</p>
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		<p>Government of Sikkim or the Central Government or any Public Sector Undertaking under the Government of Sikkim or the Central Government.</p> <p>(ss) "unproven or experimental treatment" means treatment including drug experimental therapy which is not based on established medical practice in India and is on experimental or unproven stage.</p>
Establishment of fund	5	<p>(1) State Government may by notification in the Official Gazette, constitute a corpus fund to be called the Sikkim Su-Swastha Healthcare Fund for the implementation of the scheme.</p> <p>(2) The fund shall be created as per the following contributions,-</p> <ol style="list-style-type: none"> Employee contribution- Rs. 200 per employee/ month; Dependent contribution-Rs. 200 per dependent/ month; Government contribution - equal contribution of Rs. 200 per month <p>These contributions are applicable for the year 2021 and subject to revision at the end of each year of the Yojana.</p>
Organisational structure	6	<p>The Su-Swastha scheme shall be governed by a Steering and Governance Committee constituted by the State Government by notification in the Official Gazette and a medical board from the Health and Family Welfare Department. The responsibilities of the said committees shall be as specified in Appendix 3 annexed to these rules.</p>
Enrolment process and the duration of enrolment	7	<p>(1) Any employee desirous of being enrolled under the scheme shall submit the forms for enrolment, self declaration and deletion of beneficiary in the format as specified at Appendix 1 as annexed to these rules.</p> <p>(2) The enrolment shall be valid for a period of 1 (one) year commencing from 1st day of April, 2021 and shall be renewable every year unless the employee chooses to discontinue as a member from the scheme.</p>
Benefits or inclusions covered by the Scheme	8	<p>(1) Hospitalization Coverage,-</p> <p>(a) Treatment expenditure:-</p> <p>During the period stated in Appendix 1, if, the Beneficiary contract any disease or suffer from any illness or sustain bodily injury through accident and if such disease or injury shall require the beneficiary, upon the advice of a duly Qualified Medical Practitioner to incur hospitalization expenses for medical/surgical treatment at any Nursing Home / Hospital in India as an in-patient, the amount of such expenses as are reasonably and necessarily incurred up-to the limits shall be reimbursed under the scheme.</p> <p>(b) Room rent (Private Single A/C room), Boarding and Nursing Expenses as provided by the Hospital / Nursing Home</p>

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| | <ul style="list-style-type: none"> (i) Non ICU – any category upto Private AC/Non-AC room – max limit 5000/day (deluxe, super-deluxe, suite category not included). (ii) ICU room- SICU, MICU, Cardiac ICU, Nephron ICU, Neuro ICU, Paediatric ICU, Neonatal ICU, HDU- all ICU category rooms upto 10,000/ day are included. (c) Consultation fee of Surgeon, Anaesthetist, Medical Practitioner, Consultants, Specialist Fees. (d) Anaesthesia, Blood, Oxygen, Operation Theatre charges, ICU charges, Surgical Appliances, Medicines and Drugs, Diagnostic Materials and X-ray, diagnostic imaging modalities, Dialysis, Chemotherapy, Radiotherapy, cost of Pacemaker, stent and such other similar expenses. With regard to coronary stenting, such amount up to the extent of cost of bare metal stent/drug eluting cobalt- chromium stent/drug eluting stainless steel stent shall be covered under Su-Swastha Yojana. (e) Road ambulance expenses: Subject to an admissible hospitalization claim, road ambulance expenses incurred for the following shall be payable:- <ul style="list-style-type: none"> (i) for transportation of the beneficiary by private ambulance service to go to hospital when this is required for medical reasons; or (ii) for transportation of the beneficiary by private ambulance service from one hospital to another hospital for better medical treatment; or (iii) for transportation of the beneficiary from the hospital where treatment is taken to their place of residence provided the requirement of an ambulance to the residence is certified by the medical practitioner. (iv) In all the above situations maximum permissible expense for ambulance is 3500/- three thousand five hundred only to a maximum of three (3) times per year. (v) In case the mode of transport is a vehicle other than an ambulance, in the case of remote and inaccessible areas, the rate per vehicle shall be paid from Su-Swastha coverage to the maximum of Rs 3500/- provided there was a requirement of ambulance. Nonetheless, the transportation charges from home to hospital will not be paid in normal situations. (f) Pre-existing diseases are covered from day 1 of successful enrolment in Su-Swastha Yojana; (g) Post Hospitalization: Medical expenses incurred for a period up to 30 (thirty) days from the date of discharge from the |
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	<p>hospital wherever recommended by the Medical Practitioner / Hospital, where the treatment was taken are payable, provided:</p> <ul style="list-style-type: none"> (i) such expenses so incurred are following an admissible claim for hospitalization; and (ii) such expenses so incurred are in respect of ailment for which the beneficiary was hospitalized. <p>(h) Medical and / or surgical treatment of Sleep Apnoea, treatment for genetic and endocrine disorders are covered to the limits of Su-Swastha Yojana.</p> <p>(i) Bone marrow Transplant, Other transplants, Cancer care are covered till maximum cover amount of Su-Swastha Yojana.</p> <p>(j) Cochlear implants and procedure and related hospitalization expenses, Cost of spectacles and contact lens(in excess of what is specifically provided), hearing aids, walkers and crutches, wheel chairs, CPAP, BIPAP, Continuous Ambulatory Peritoneal Dialysis, infusion pump and such other similar aids are covered till the limits of Su-Swastha Yojana as long as they are necessitated for medical or surgical treatment and charged in same hospitalization. The rates of these will be as per empanelment contract with hospitals and cannot exceed the Maximum Retail Price or MRP of such implants and items. Limits on implants and payments shall be made upto,-</p> <ul style="list-style-type: none"> (i) the cost invoiced by hospital (ii) MRP of the implant or (iii) tariff agreed by Su-Swastha Yojana Faciliation centre (whichever is lower) and shall be excluding handling charges or surcharges. <p>(2) Women's diseases, Fertility diseases, Delivery and New Born,-</p> <ul style="list-style-type: none"> (a) Expenses for a delivery including delivery by Caesarean section (including pre-natal and post-natal hospitalization expenses) subject to a maximum of 2 deliveries in the entire life time of the beneficiary shall be payable. (b) Expenses up-to the limits mentioned in the table below, incurred in a hospital/ nursing home on treatment of the New-born for any disease, illness (including any congenital disorders) or accidental injuries shall be payable. (c) A new born is automatically covered under the Su-Swastha Yojana till the age of 1 (one) year. On completion of 1 year, the child must be enrolled as dependant in Su-Swastha Yojana by the parent to continue availing benefits under the Yojana.
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Delivery and New Born		
Limit for Delivery		Limit of New Born Cover Rs.
Normal Delivery Rs.	Delivery by Caesarean Section Rs.	
50,000/-	50,000/-	No limit up to availability of sum insured

- (d) Treatment arising from or traceable to pregnancy, childbirth, family planning, miscarriage, abortion and complications of any of these and ectopic pregnancy are covered to the limit of the Su-Swastha Yojana.
- (e) Treatment for sub-fertility, assisted conception and other related complications of the same including a maximum of 2 (two) in-vitro fertilization attempts to a maximum of 2 lakhs for married women shall be payable.
- (3) Day care Dental and Ophthalmic Treatment
- (a) Expenses incurred for implants on acute treatment to a natural tooth or teeth provided by a licensed dentist for a maximum of 25,000/ implant to a maximum of 4 implants only. Other expenses except for implant is not covered by Su-Swastha Yojana. The implants shall be covered only to the tariff agreed with provider or the MRP on the original product labels after submission of invoices to Su-Swastha Facilitation centre by the provider of dental services.
- (b) Expenses incurred for the treatment of the eye or the services or supplies provided by a licensed ophthalmologist, hospital or other provider that are medically necessary to treat eye problem. This shall not cover the cost of spectacles / contact lenses which are to be covered as OP prescriptions and subject to other rules in Medical Services Facilities Rules and its amendments.
- (c) Expenses incurred on Lasik Laser or other procedures Refractive Error Correction and its complications and all treatment for disorders of eye requiring intra-vitreal injections are covered as long as medically necessary.
- (4) Organ Donor
- In patient hospitalization expenses incurred for organ transplantation from the Donor to the recipient beneficiary are payable provided the claim for transplantation is payable. The expenses incurred by the donor, (if any) for the complications that necessitate a Redo Surgery / ICU admission will be covered with a maximum coverage of Rupees 10 lakhs. Anything beyond the claim shall be borne by beneficiary himself or herself.
- (3) Vehicular Accident and Trauma

Reimbursement and cashless benefits	9	<p>Accidents resulting from vehicular accidents and injuries sustained in day-to-day activities expected in the course of normal or natural life are covered under Su-Swastha Yojana.</p> <p>(1) Su-Swastha Yojana is primarily a cashless benefits scheme covering beneficiaries for medical hospitalizations across empanelled hospitals only across India. The payment procedure for payment to hospitals and to beneficiaries for availing benefits of hospitalization (routine or emergency) under the scheme shall be as specified in Appendix 2 annexed to these rules.</p> <p>(2) Cashless benefits cannot be availed if the beneficiary is admitted electively or in a medical emergency in a non-empanelled hospital in or outside the state of Sikkim.</p> <p>In case the employee or dependent, has incurred expenses for diagnostic tests, drugs and consumables, blood and blood products, on opinion of a doctor, when and because such services were for some reason not available in the hospital treating the hospitalized beneficiary, the employee shall be required to pay such expenses himself/herself and raise a claim request via the website or the app as specified in Appendix 4 annexed to these rules. Su-Swastha Facilitation Centre shall process such requests and approve payments. Such payments shall then be verified and disbursed directly to the employee.</p>
Certain injuries, diseases, expenditures incurred for certain treatment etc not to be covered and the limits thereof	10	<p>(1) The State Government shall not be liable to make any payments under Su-Swastha Yojana in respect of any expenses whatsoever incurred by the insured person in connection with or in respect of:</p> <p>(a) Advances of any amount not covered in Su-Swastha Yojana since the Yojana functions as cashless service for its members.</p> <p>(b) Intentional self-injury is not included.</p> <p>(c) Injury or disease directly or indirectly caused by or arising from or attributable to war, invasion, act of foreign enemy, warlike operations (whether war be declared or not).</p> <p>(d) Injury or disease directly or indirectly caused by or contributed to by nuclear weapons or materials.</p> <p>(e) Expenses incurred on weight control services including surgical procedures such as Bariatric Surgery and /or medical treatment of obesity.</p> <p>(f) Expenses incurred on High Intensity Focused Ultra Sound, Uterine Fibroid Embolisation, Balloon Sinoplasty, Enhanced External Counter Pulsation Therapy and related therapies, Chelation therapy, Deep Brain Stimulation, Hyperbaric Oxygen Therapy, Rotational Field Quantum Magnetic Resonance Therapy, VAX-D, Low level laser therapy, Photodynamic therapy and such other therapies similar to those mentioned under this exclusion.</p>

	<ul style="list-style-type: none"> (g) Charges incurred on diagnostics that are not consistent with the treatment for which the insured is admitted in the hospital or nursing home or admission charges primarily for diagnostic purpose with no positive existence of sickness / disease / ailment / injury and no further treatment is indicated. (h) items for post operative home based therapies and aides such as crutches ,wheel chairs cushions ,walking sticks, braces, oxygen cylinder and accessories for use of residence and other aids of similar nature; (i) expenses on vitamins and tonics unless forming part of treatment for injury or disease as certified by the attending Physician of the hospital where the insured underwent treatment. (j) Cosmetics, diapers, oral hygiene products, talcum powder and toiletries. (k) Unconventional, Untested, Unproven, Experimental therapies. (l) Stem cell Therapy, Autologous derived Stromal vascular fraction, Chondrocyte Implantation, Procedures using Platelet Rich plasma and Intra articular injection therapy, unless it/ they become the part of the treatment. (m) all types of Cosmetic, Aesthetic treatment of any description, all treatment for Priapism and erectile dysfunctions, change of sex. (n) Plastic surgery (other than as necessitated due to an accident or as a part of any illness). (o) Inoculation or Vaccination (except for post-bite treatment and for medical treatment for therapeutic reasons). (p) dental treatment or surgery (in excess of what is specifically provided) unless necessitated due to accidental injuries and requiring hospitalization. (q) Hospital registration charges, admission charges, telephone charges and such other charges of similar nature. (r) any hospitalization which are not medically necessary or does not warrant hospitalization. (s) Other excluded expenses as detailed and periodically revised as in the website www.suswasthasikkim.com with prior approval of the State Government. (t) any claim arising out of accidents that the beneficiary has caused,- <ul style="list-style-type: none"> (i) intentionally; or (ii) by committing a crime or involved in it; or (iii) as a result of intoxication or addiction of drugs or alcohol.
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| | <ul style="list-style-type: none"> (u) Pre-hospitalization expenses that are not admissible under the scheme unless they are included in the package of a procedure defined and agreed upon with the hospital during empanelment contracting. When pre-hospitalization is included in the package of admission and procedure, no separate bill or invoice can be raised by hospital or beneficiary member against such pre-hospitalization expenses. (v) Beneficiary engaging in Air Travel unless he or she flies as a fare-paying passenger on an aircraft properly licensed to carry passengers. For the purpose of this exclusion Air Travel means being in or on or boarding an aircraft for the purpose of flying therein or alighting there from. (w) Travelling Allowance for attendant, patient, escort shall not be covered by Su-Swastha Yojana, as such allowances are already covered by Rule 54 and 55 of Travelling Allowances Rules of Government of Sikkim. (x) Accidents that are results of war and warlike occurrence or invasion, acts of foreign enemies, hostilities, civil war, rebellion, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, seizure capture arrest restraints detentions of all kings princes and people of whatever nation, condition or quality whatsoever. However, this shall not include Government Employees performing their official duties who are not covered under any other Government scheme. (y) Participation in riots, confiscation or nationalization or requisition of or destruction of or damage to property by or under the order of any government or local authority. (z) Any claim resulting or arising from or any consequential loss directly or indirectly caused by or contributed to or arising from: <ul style="list-style-type: none"> (i) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel (including any self sustaining process of nuclear fission); (ii) Nuclear weapons material-The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; (iii) Nuclear, chemical and biological terrorism. (aa) Any claim arising out of sporting activities in so far as they involve the training or participation in competitions of professional or semi-professional sports persons. (bb) Participation in Hazardous Sport or Hazardous Activities. (cc) Any loss arising out of the Insured Person's actual or attempted commission of or wilful participation in an illegal act or any violation or attempted violation of the law. |
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		<p>(dd) Any payment in case of more than one claim under the scheme during the period of enrolment by which the maximum liability of the Government of Sikkim in that period would exceed the amount specified in the Su- Swastha limit.</p> <p>(ee) Any claim for Death or Permanent Total Disablement of the beneficiary.</p> <p>(ff) Pre-hospitalization expenses if not included in the package of a procedure defined and agreed upon with the hospital during empanelment contracting.</p>
Grievance and removal of doubts	11	Where any doubt arises or there is any grievance in relation to the scheme, the matter shall be dealt with as per the procedure specified at Appendix 5 annexed to these rules.
Repeal and savings	12	<p>(1) The Sikkim Services (Medical Facilities) Rules 1981, is hereby repealed.</p> <p>(2) Notwithstanding such repeal-</p> <p>(a) Any beneficiary or his or her dependants who are already admitted and receiving treatment on the commencement of these rules shall continue to be governed by the Sikkim Services (Medical Facilities) Rules, 1981.</p> <p>(b) Claims relating to out-patient treatment shall continue to be governed by the Sikkim Services (Medical Facilities) Rules, 1981.</p>

By order and in the name of the Governor.

K. Sreenivasulu, IAS,
Additional Chief Secretary,
Health and Family Welfare Department

APPENDIX 1

(see rule 7)

Enrolment Process applicable to Su-Swastha Yojana

- i. Online enrolment – employee must visit www.suswasthasikkim.com and follow the enrolment process outlined on the website and enrol himself/herself and dependents as per guidelines in this document in notification clause 4-”eligibility for enrolment in Su-Swastha Yojana, by filling up an online form on the website and attach documents in the formats outlined on the website.
- ii. Hard copy enrolment- by following an office based process where employee can fill and submit hard copy forms available with offices and departments as well as downloadable from the website www.suswasthasikkim.com and submitting required documents as outlined in the form.
- iii. Emailing the filled and signed and scanned form and the documents to www.suswasthasikkim.com; mention in subject new enrolment- first name, last name, Department name, Location
- iv. Employee verification and approval of all above applications is done and enrolment in Su-Swastha Yojana confirmed via SMS and letter to employee on phone number & address provided in enrolment application.
- v. The member card can be downloaded from website www.suswasthasikkim.com as well as received in hard copy in the welcome letter sent by Su-Swastha Yojana to the correspondence address mentioned in enrolment form by employee.
- vi. Any grievances, complaints, queries and suggestions can be directed to Su-Swastha Facilitation Center or www.suswasthasikkim.com
- vii. Enrolment is valid for a period of 1 year starting from April 1, 2021 and shall be renewable on a yearly basis unless an employee chooses to discontinue a member from the scheme.
- viii. Employees are required to use the online form or hard copy of forms for enrolment, self declaration of family members and deletion of beneficiary forms as appended.

Employee Enrolment Form

EMPLOYEE DETAILS	
Employee Name* (first name) (middle name)(last name)
S/O D/O W/O* (first name) (middle name)(last name)
Gender*	
Date of Birth*	dd/mm/yyyy
District *	
GPF number* OR CPF number * OR EPF Number*	
Department Name*	
Designation*	Voters ID Number*
Place of posting*	Aadhar Number*
Mobile Number*	Email ID
Address (current)*	
Address (permanent) <input type="checkbox"/> Tick (if same as Current Address)	

*Fields marked * are mandatory, if unavailable please reach employer for clarification and assistance.*

- I, (name)..... hereby declare that the details provided voluntarily by myself for the purpose of enrolment in the Su-Swastha Yojana (Employee Health Services Scheme) are correct and true to the best of my knowledge.
- I declare that I have read and understood the terms and conditions of the Su-Swastha Yojana regarding process of enrolment, availing benefits under the Yojana, tenure of enrolment and employee contributions thereof. I have submitted copy of Voter ID card and Aadhar Card as necessary proof of details submitted above.

Date

Signature

Place

Name

Certified by Authorized person

Head of Department/Head of Office/Institution/Competent authority

EMPLOYEE SELF-DECLARATION FOR ENROLMENT OF DEPENDENT FAMILY MEMBERS

I, (name)..... hereby declare that the following details furnished for my dependent family members are correct. I wish to enroll the following dependent family members in the Su - Swastha Yojana (Employee Health Services Scheme). I have read and understood the terms and conditions of the Su - Swastha Yojana regarding the employee contributions, tenure of enrolment, and benefits that can be availed by employee and dependent family members during the tenure of membership of the beneficiary.

Serial no.	Name (first name, middle name, last name)	Date of Birth DD/MM/YYYY	Relationship with employee	Voter's ID	Aadhar number	Remarks
1						
2						
3						
4						
5						

I hereby undertake that I will duly notify the supervisor/ authorized body in case of any change in status of any dependent or addition, alteration or deletion of any member from my list of dependents.

Date

Signature

Place

Name

Certified by Authorized person

Head of Department/Head of Office/Institution

/Competent authority

EMPLOYEE DECLARATION FOR DELETION OF DEPENDENT FAMILY MEMBERS

I, (name)..... hereby declare that I wish to delete the beneficiary dependent/s from my enrolled list of beneficiaries as follows. I understand that I shall not be able to avail benefits of Su-Swastha Yojana for the deleted beneficiaries once the deletion is executed.

Serial no.	Name (first name, middle name, last name)	Date of Birth DD/MM/YYYY	Relationship with employee	Select	Action	Reason
1					Delete	
2					Delete	
3					Delete	
4					Delete	
5					Delete	

I hereby undertake that I will duly notify the supervisor/ authorized body in case of any change in status of any dependent or addition, alteration or deletion of any member from my list of dependents.

Date

Signature

Place

Name

Appendix 2

(see rule 9)

Process for availing benefits of hospitalization under the Su-Swastha Yojana

A. In case of routine or elective hospitalization of non-emergency nature

Follow the below process to avail benefits as per Su-Swastha Yojana

- a. Visit Su-Swastha website www.suswasthasikkim.com and explore the list of empanelled hospitals and their services
- b. Call on Su-Swastha Facilitation Center Helpline for assistance and enquiries regarding the hospitals in Su-Swastha's preferred provider network
- c. Make an appointment or directly visit empanelled hospital
- d. OPD visits are not covered in Su-Swastha Yojana
- e. For elective hospitalizations, the hospital shall make an online pre-authorization request which shall be approved by Su-Swastha Facilitation Center
- f. Based on this pre-authorization the member can be admitted on a cashless basis with the hospital and receive further treatment
- g. Upon discharge, the member settles all charges directly with hospitals corresponding to charges incurred which are not covered in Su-Swastha Yojana- see list of exclusions
- h. The hospital settles all covered charges by raising a claim – these charges are paid directly by Department of Health and Family Welfare as per the agreement with the empanelled hospital.

B. In case of emergency hospitalizations

Follow the below process to avail benefits as per Su-Swastha Yojana

- a. Visit any hospital as an emergency
- b. Within 24 hours of admission inform Su-Swastha Facilitation Center
- c. Su-Swastha approval letter to be submitted to hospital
- d. Hospital can choose to provide cashless services in which case the rest of process is as per Appendix 4.
- e. Hospital opts out of cashless services, employee settles bill with hospital directly and raises a claim for reimbursement with Su-Swastha Facilitation centre on the online web portal to be accessed via website or app.

Appendix 3: Steering, governance and administration

(see rule 6)

(A) Organizational Structure

- Su-Swastha Yojana is governed by a Steering and Governance Committee under the Government of Sikkim and a medical board within Department of Health and Family Welfare.
- The Steering & Governance Committee attends to strategic vision, oversight of implementation and creation and management of Su-Swastha Healthcare fund corpus in accordance with applicable laws, regulations, policies and guidelines of the government of Sikkim.

(B) Su-Swastha Facilitation Centre Office Location

Su-Swastha Facilitation Center
1st Floor
Old STNM Hospital
Gangtok, Sikkim 737101

(C) Contact Details

Phone no: +91-9704493206

Email ID: www.suswasthasikkim.com

24 x 7 Call center for Su-Swastha Member Beneficiaries:

Website: www.suswasthasikkim.com

Appendix 4: Payments Process Overview

(see rule 9)

Any payment claim can be initiated online by visiting the website www.suswasthasikkim.com and logging in as a beneficiary or a hospital. Hospitals shall raise claims using hospital log-in. Employees can raise claims (for reimbursement of charges sustained in hospitalization but incurred by employee because of unavailability of a diagnostic test, procedure, drug and consumable, or a specialist doctor in the hospital for which the patient was advised to get these from outside or another facility. Claims process requires filling up an online claim form and submitting digital copies of the original bills and invoices. A hard copy application can be made if the online process has not been chosen by the beneficiary. Claims shall be verified, queries resolved and payment note generated which shall go to payor Steering Committee for payments within a benchmark turnaround time.

A. Payments to hospitals against services rendered

Hospitals shall submit pre-authorization requests in all elective cases, and claims form once service is rendered via the portal accessible from www.suswasthasikkim.com

After due process payment approval shall be done by Su-Swastha Facilitation Center and payments shall be made by the Steering Committee

B. Payments to beneficiaries against reimbursement claims

Beneficiary members shall submit online claims form and attach digital scanned copies of hospital discharge, hospital bill, hospital's letter of referral or prescription as proof of hospital's advice to procure such items from outside the hospitals against which bill expense is being claimed. Employee shall respond to all queries and clarifications. After due process, payment authorization note shall be generated and payment made by payor authority.

C. Payment authority and responsibilities

Payment Authority is Steering Committee

- Payment to the Steering Committee by the Health & Family Welfare Department to be made to the Steering Committee constituted for implementation of Su-Swastha Yojana on quarterly basis. The hospital payment will be made by the Steering Committee on the basis of the recommendation of the Facilitation Center
- www.suswasthasikkim.com
- Su-Swastha Facilitation Center administrator: Dr. Parbin Mktan

C. Classification of expenditure

The expenditure involved in the payments of medical claims is debit-able to the Su-Swastha Healthcare Corpus Fund.

Appendix 5: Removal of doubts and grievance mechanism

(see rule 11)

- A. When a grievance arises, the first submission of such grievance should be raised online or via phone helpline.
- B. A visit to Su-Swastha Facilitation center at Old STNM Hospital Gangtok, Sikkim can be made for escalation or follow up.
- C. If unresolved the employee may escalate the grievance to Steering and Governance Committee via the website www.suswasthasikkim.com
- D. The seat of all arbitration or judicial proceedings shall be at Gangtok, Sikkim and in accordance with applicable laws.